Mortgagee's Address: Piedmont Center, Suite 103 33 Villa Rd. Greenville, SC 29607

GREET CO. S. C.

800x1541 PAGE 625

SECOND MORTGAGE '8

THIS MORTGAGE, made this 19thday of May K.M.C.

19 81by and between First Carolina Construction Company

(the "Mortgagor") and UNION HOME LOAN CORPORATION OF SOUTH CAROLINA, a body corporate (the "Mortgagee"),

WHEREAS, the Mortgagor is justly indebted unto the Mortgagee in the sum of Forty Thousand Three Hundred Fifty-Two & 50/100ths Dollars (\$ 40.352.50 ), (the "Mortgage Debt"), for which amount the

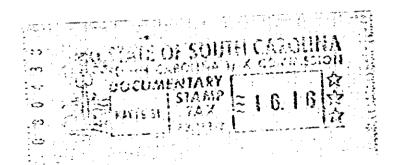
Mortgagor has signed and delivered a promissory note (the "Note") of even date herewith payable to the Mortgagee, or order, the final installment thereof being due on June 15, 1991

KNOW ALL MEN, that the said mortgagor in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said mortgagee, according to the condition of the said note, and also in consideration of the further sum ONE DOLLAR, to the said mortgagor in hand well and truly paid by the said mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presence do grant, bargain, sell and release unto the said mortgagee:

ALL that piece, parcel or lot of land in the State of South Carolina, County of Greenville, City of Greenville, being known and designated as Lot 3, as shown on plat of property of Southland Co., a partnership, dated April 25, 1978, prepared by C. O. Riddle, and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on Southland Avenue, at the joint front corners of Lots 3 and 4, and running thence with Southland Avenue, S. 25-50 E. 60 feet to an iron pin at the joint front corners of Lots 1 and 2; thence S. 64-10 W. 197.51 feet to an iron pin at the joint rear corners of Lots 2 and 3; thence with property now or formerly of McDaniel Heights Apartment Corp. N. 26-29 W. 60 feet to an iron pin at the joint rear corners of Lots 3 and 4; thence N. 64-10 E. 198.2 feet to an iron pin, the point of beginning.

DERIVATION: Deed of Phyllis B. Delapp recorded 11/13/80 in Deed Book 1137 at page 239 in the RMC Office for Greenville County, SC.



TOGETHER with the improvements thereon and the rights and appurtenances thereto belonging or appertaining. The land and improvements are hereinafter referred to as the "property".

SUBJECT to a prior mortgage dated 11/13/80, and recorded in the Office of the Register of Mesne Conveyance

(KKNXXXXXX) of Greenville County in Mortgage Book 1524 , page 358, in favor of First Federal Savings and Loan Association.

TO HAVE AND TO HOLD all and singular the said premises unto the said mortgagee, its successors and assigns forever, and the mortgagor hereby binds himself, his successors, heirs, executors, administrators and assigns to warrant and forever defend all and singular the said premises unto the said mortgagee, its successors and assigns, from and against himself, his successors, heirs, executors, administrators and assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED, that the Mortgagor shall well and truly pay or cause to be paid the Mortgage Debt hereby secured when and as the same shall become due and payable according to the tenor of the said Note and shall perform all the covenants herein on the Mortgagor's part to be performed, then this Mortgage shall be void.

BIV. BR. 161.5-1-5.3

GCTC ---

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4328 W.2

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